

STANDARD TERMS & CONDITIONS

ACCEPTANCE: Acceptance of an order, whether oral or written, is based on the express condition that buyer agrees to all the terms and conditions herein. Acceptance of delivery by buyer will constitute buyer's agreement to these standard terms and conditions. When buyer's order contains printed or stamped provisions inconsistent with the written, printed or stamped envelope of seller's proposal, seller's proposal shall prevail. Clerical errors are subject to correction.

TITLE AND RISK OF LOSS: All shipments are F.O.B. Lawrenceburg, Tennessee, and therefore title to all products sold and the risk of loss or damage of such products passes to buyer upon delivery by seller to carrier. Buyer shall make any claims for losses directly with carrier. We assume no liability for any loss or damage arising from delay in delivery due to acts of regulations of any government, to manufacturing or unforeseen contingencies, or unavoidable occurrences of any sort at our plant or elsewhere.

CREDIT TERMS: All orders and shipments are subject to the approval of seller's credit department. Seller's terms of payment are (see quote). These prices are F.O.B. our plant, and based on continuous production of castings in minimum quantities stated. Seller reserves the right to increase prices if schedule requirements do not permit such production. Orders calling for deliveries after six months from date of order will be invoiced at prices current at time of shipment. Seller reserves the right to decline shipment whenever buyer is overdue or there is doubt as to buyer's financial responsibility. Invoices that are delinquent beyond the period covered by our quotation will carry on interest of 1.5% per annum on the entire unpaid balance. Seller shall not be liable for breach or nonperformance of contract in whole or in part.

WARRANTY: Castings will be furnished subject to commercial variations incident to the plaster mold casting process with a blast finish but without machining, testing or heat treatment unless otherwise agreed in writing. We guarantee our castings according to specifications accepted by us and that they will be free from defects due to poor workmanship and defective material. Defective castings will be replaced or credit allowed at seller's option. Provided claim is made within (5) days from the shipping date. No claims for labor, for further processing costs, or service failures will be allowed. Castings claimed defective are not to be returned to us marked, stamped, mutilated, or further processed without seller's approval and an opportunity to inspect them. Acceptance of returned goods by seller's Receiving Department shall not be binding and has no force or effect unless seller makes acceptance in writing. The alloys specified in this proposal will be used and are approved by buyer unless otherwise instructed in writing.

ENGINEERING CHANGES AND CANCELLATIONS: We reserve the right to require payment for charges in the event of cancellation and engineering changes. Engineering and design changes suggested by us and are made in the best interest of all concerned, but the responsibility for their success lies entirely with the customer approving them.

STORAGE/MOLD LIFE: Master Model and Casting Tooling will be paid for by buyer but will be stored for a period of six (6) months after project is completed. Should products be purchased for a future date, tooling will be maintained longer with customer request. Due to the numerous factors that influence soft tooling mold life, the exact life of a tool is not known; as such, retooling may be required before a job is complete. This determination is at the discretion of Acu-Cast Technologies, LLC.

PATENTS: It is understood that the buyer assumes full responsibility and holds seller free and harmless from all losses or claims for infringement if any patent rights arising from production of parts in accordance with the drawings, samples, or designs furnished by the buyer.

RIGHTS TO CHANGE: Acu-Cast Technologies, LLC may furnish suitable substitutes for materials unobtainable because of good reasonable cause. Acu-Cast Technologies, LLC has the right to cancel and declare null and void any agreements arising from this quotation without liability to the customer other than refunding to customer any payment for goods rendered prior to cancellation. Acu-Cast Technologies, LLC shall reasonably notify customer of such cancellation or services provided. Any changes in drawings, materials, design specifications, or masters which affect cost will entitle Acu-Cast Technologies, LLC to establish new prices, if work has been started, Acu-Cast Technologies, LLC shall be properly reimbursed for work already performed regardless of whether products or services are accepted by customer. Acu-Cast Casting Technologies, LLC similarly reserves the right to establish new prices if there are changes in the quantities due to lead times for the performance of the order. Customer has the right to cancel a product development program at any time by written notice to Acu-Cast Technologies, LLC. The customer remains obligated to pay for work performed plus appropriate cancellation charges.

PUBLICITY: Unless otherwise agreed, we reserve the right to have our trademark appear on each casting and use the castings for display or for advertising purposes.

IDEMNITY: Customer shall not hold Acu-Cast Technologies, LLC at fault for any and/or all losses, damages, and expenses (including punitive damages, multiple damages, attorney fees, and other cost of defending any action) that Acu-Cast Technologies, LLC may incur as a result of any claim made against Acu-Cast Technologies, LLC.

RIDER-A: Customer shall assume all responsibility for product liability, including but not limited to any and all injuries or damages caused by an alleged defect in the product. Customer understands that Acu-Cast Technologies, LLC will perform no product testing. Acu-Cast Technologies, LLC will make best efforts to meet design specifications as set fourth by customer but customer is not relying on any advise given by Acu-Cast Technologies, LLC concerning the safety or testing of the product.

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Aluminum & Zinc Metal Castings
Rapid Prototyping • Plastic Castings • CNC Machining

ACU-CAST

TECHNOLOGIES, LLC